

## REMARKS

Applicant respectfully requests reconsideration of this application, as amended, and consideration of the following remarks.

Claims 1-3, 8-10 and 12 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Egendorf, (U.S. Patent No. 5,794,221) in view of Williams, et al., (U.S. Patent No. 6,016,484). Claim 4 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Egendorf, in view of Williams, et al., and further in view of Gifford (U.S. Patent No. 6,049,785). Claims 5-6 and 11 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Egendorf, in view of Williams, et al., and further in view of Watson (U.S. Patent No. 5,978,780). Claim 7 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Egendorf, in view of Williams, et al., and further in view of Tessler (“eBay’s Deal with Wells Fargo Allows Sellers to Accept Credit”).

The Applicant respectfully disagrees and believes that the cited art does not teach or suggest all the elements of the claims. For instance, at least one of the elements of claim 1, which is that the “first participant” will indicate “a willingness . . . to accept payments from a second participant via at least one of the plurality of payment instruments” is not found in either Egendorf, Williams, or any of the references cited in the Examiner’s rejection of claims 1-12.

Egendorf teaches a method of billing over the Internet between a customer and a vendor, which billing is facilitated by a service provider. (Abstract) However, the provider has “made arrangements” with the vendor prior to the transaction between the customer and vendor concerning payment methods. (Col. 3, line 19). After a purchase has been made by the customer, the “customer specifies” the method of payment (Col. 3, line 52), not the vendor, the vendor already having approved in the “prearrangements” (Col. 3, line 60) with the provider which methods of payment the vendor will accept. Hence, the vendor does not indicate “a willingness . . . to accept payments from a second participant” via at least one of a plurality of payment instruments as required in claim 1, rather, the customer in Egendorf chooses the method of payment.

The same argument can be made for Williams. A particular customer selects the method of payment (see Figure 6, step 630, Figure 14, object 1401, or Figure 17), according to any or all methods the vendor accepts. In short, the vendor in Egendorf,

Williams, or in any of the cited art, has no say in the particular method of payment to be made by a particular customer after the transaction has begun.

In contrast, in the present invention, the “first participant” (e.g. a vendor) can indicate “a willingness . . . to accept payments from a second participant” (e.g. a buyer) “via at least one of the plurality of payment instruments.” This feature may allow the vendor to choose the method of payment *after* the transaction with the buyer has begun, but *before* the vendor passes the payment option information to the buyer or accepts personal billing information from the buyer. In short, a vendor may have a say in the particular method of payment to be made by a particular customer, rather than accepting any method chosen by the customer. The cited references taken alone or in combination do not teach or suggest at least this pertinent feature of the present invention. Therefore, the present invention as claimed in claims 1-12 is patentable over the cited art.

Claims 2-12 are dependant on claim 1, therefore the Applicant does not at this time address other rejections made by the Examiner concerning the dependant claims. Furthermore, just as claims 1-12 require a first participant to indicate “a willingness . . . to accept payments from a second participant via at least one of the plurality of payment instruments”, claims 13-24 address a transaction between a “user” and a “further user” wherein the “user” indicates “a willingness . . . to accept a payment from the further user” via at least one of a plurality of payment instruments. And claim 25 addresses an online payment transaction wherein a first participant indicates “a willingness . . . to accept payments from a second participant” via at least one of a plurality of payment instruments. Therefore, the same arguments presented above apply to claims 13-25 and Applicant believes that the present invention as claimed in claims 13-25 is patentable over the cited references.

### **SUMMARY**

In this response, no claims have been canceled, amended, or added. Therefore, claims 1-25 are currently pending. In view of the foregoing remarks, Applicant respectfully submits that the pending claims are in condition for allowance. Applicant respectfully requests reconsideration of the application and allowance of the pending claims.

If the Examiner determines the prompt allowance of these claims could be facilitated by a telephone conference, the Examiner is invited to contact Marina Portnova at (408) 720-8300.

**Deposit Account Authorization**

Authorization is hereby given to charge our Deposit Account No. 02-2666 for any charges that may be due. Furthermore, if an extension is required, then Applicant hereby requests such extension.

Respectfully submitted,

BLAKELY, SOKOLOFF, TAYLOR  
& ZAFMAN LLP



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VERSION OF CLAIMS WITH MARKINGS:

In this amendment no claims have been amended.